

**TOWN OF NARRAGANSETT
ENGINEERING DEPARTMENT**

REQUEST FOR PROPOSALS

WATER SYSTEM HYDRAULIC MODEL

Narragansett, Rhode Island



Susan W. Gallagher, Purchasing Manager
Jonathan Gerhard, P.E., Town Engineer

Proposal Due Date: Wednesday, October 21, 2020 @ 11:00 AM

INVITATION TO BID

Separate sealed bids will be received by the TOWN OF NARRAGANSETT, RHODE ISLAND for the **REQUEST FOR PROPOSALS - WATER SYSTEM HYDRAULIC MODEL** on or before **11:00 A.M. on Wednesday, October 21, 2020** at the office of the Purchasing Manager, 25 Fifth Avenue, Narragansett, Rhode Island and at that time will be opened and read in public.

Specifications may be obtained at the Purchasing Office, 25 Fifth Avenue, Narragansett, Rhode Island between the hours of 8:30 a.m. and 4:30 p.m., **Monday through Friday** and are available on the Town of Narragansett website, www.narragansettri.gov.

All bids must be submitted on the bid form provided, in duplicate and clearly marked:

(Sealed Proposal)
WATER SYSTEM HYDRAULIC MODEL

Bids must be enclosed in an opaque envelope addressed to "Purchasing Manager, Town Hall, 25 Fifth Avenue, Narragansett, Rhode Island 02882-3699" bearing the name and address of the bidder.

No bidder may withdraw his/her bid within ninety (90) days after the scheduled closing time for receipt of bid.

A pre-bid meeting will not be conducted for this project. Bidders are strongly encouraged to undertake such investigations as deemed necessary to assess for themselves the scope of work and level of effort to provide the required services prior to preparing their bid.

The Town of Narragansett reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town of Narragansett.

Individuals requesting interpreter services for the hearing impaired must notify the Finance Department (401)782-0644 three business days prior to the bid opening.

Susan W. Gallagher
Purchasing Manager

TOWN OF NARRAGANSETT
ENGINEERING DEPARTMENT
REQUEST FOR PROPOSALS
WATER SYSTEM HYDRAULIC MODEL

I. INTRODUCTION

The Town of Narragansett, Rhode Island is soliciting proposals from qualified engineering firms to develop a calibrated Water System Hydraulic Model for the Town of Narragansett Water System. The Water System Hydraulic Model is to address the potable water needs for those portions of the Town currently and/or proposed to be serviced by the Town's Water Division.

II. BACKGROUND

Existing Facilities

Within the Town of Narragansett, virtually all occupied structures (residential, commercial, and industrial) are serviced by a public water system for drinking water and/or any other potable water needs (i.e. process water for industries). Portions of the Town are directly serviced by the Town of Narragansett water distribution system, while the remaining Town sections are directly serviced by Suez Water Rhode Island Operations. All of the water that is distributed by the Town of Narragansett is purchased from sources outside of the Town boundaries (Suez Water Rhode Island Operations and the Town of North Kingstown). Suez Water uses sodium hypochlorite for disinfection, and adds lime for pH adjustment and zinc orthophosphate for corrosion control. North Kingstown treats for pH adjustment and adds polyphosphate for corrosion control. The Town uses sodium hypochlorite at three (3) purchase connections to adjust and maintain disinfectant residual as the water enters our distribution systems.

The Town operates two (2) separate water distribution systems, the Point Judith system and the North End system. Additionally, the North End system is segregated into two (2) distinct service areas based on the wholesale supplier, Suez Water Rhode Island Operations and the Town of North Kingstown, from which each area is supplied. The Town has one (1) booster pump station in the Point Judith system that currently is not in service.

The Town of Narragansett water distribution system contains approximately seventy-one (71) miles of water mains, 950 system valves, over 380 hydrants (and valves), and three (3) storage tanks (Point Judith System – Point Judith tank 750,000 gallons, Kinney Avenue tank 750,000 gallons; North End System – North End tank 500,000 gallons) to service approximately 5,400 accounts (Point Judith 3,500, North End 1,900). Master meters are provided at all system inter-connection points with Suez Water Rhode Island Operations and the Town of North Kingstown systems, and also with the Town of South Kingstown system (emergency connection only in Jerusalem).

Existing Plans

The Town of Narragansett most recently updated the Water System Hydraulic Model in 2008. The project's main objective was to develop and calibrate a hydraulic model for steady state and extended period simulation for the Town water system that could be used as a tool to assist with demand planning and future analyses of the system. The 2008 hydraulic model was developed

using several sources of data: the Town's CAD files, as-built sheets, and coordination with Town staff. The hydraulic model was built and developed using Bentley Systems' WaterGEMS V8 XM.

Town water system maps, pipeline and hydrant inventory spreadsheets, and the Technical Memorandum summarizing the 2008 hydraulic model project are available for review by appointment only at the Town of Narragansett, Engineering Department, Town Hall, 25 Fifth Avenue, Narragansett, Rhode Island, (401) 782-0637, Monday-Friday, between 8:30 AM and 4:00 PM. These documents may not be removed from the Town Hall; however, one (1) complete set of each will be provided to the successful Consultant for use during the project upon the signing of a Contract.

III. SCOPE OF WORK

The Scope of Work under this proposal will consist of the following:

Task 1 — Gather and Review Existing Data: The Consultant shall research, identify, gather, field investigate/verify, compile and review existing pertinent data relating to the development of the hydraulic model. Other related information or any other type of data that may be required shall be independently gathered by the Consultant. The Town's existing water system CAD mapping, comprised of AutoCAD 2010 files, pipeline and hydrant inventory spreadsheets, and 2008 model files (.wtg, .wtg.dwh, .wtg.mdb, and .net file types) will be provided to the selected Consultant. The Consultant shall revise and update the Town's pipeline and hydrant inventory spreadsheets as part of the Work.

Task 2 — Hydraulic Model Development and Calibration: Creation and calibration of a computerized hydraulic model of the entire Town of Narragansett water distribution systems including, but not limited to, storage tanks, transmission and distribution mains, wholesale connections, pumping stations, and pressure reducing valves. The hydraulic model shall be calibrated such that the difference in pressure between the field-measured results and model predicted results is in the range of 3 to 5 percent under a maximum day demand scenario and based on C-value tests. The model shall be developed for steady state and extended period simulation and adequately portray Average Day, Maximum Day, and Peak Hour demand scenarios. Hydraulic model development, calibration and subsequent analyses shall be conducted in accordance with AWWA M32 Computer Modeling of Water Distribution Systems and shall include consideration of ISO needed and available fire flow criteria.

The Consultant shall be responsible for owning a licensed copy of the modeling software that will be used for this project. The software for the hydraulic model shall be by Bentley, no others will be accepted. The selected software shall also include a component to model water age and quality, and have the ability to develop a unidirectional flushing program. An electronic version of the calibrated hydraulic model and associated modeling files shall be delivered upon completion, and shall including modeling files converted to EPANET format.

As part of the hydraulic model development and calibration, it is expected that the Consultant will meet with Town staff to develop an understanding of the water system and determine the best method for developing system demands. It is expected that multiple seasonal demand periods will be developed (e.g. Winter, Spring/Fall, Summer) due to the extreme variation in consumption. Quarterly customer water meter data will be tabulated and provided to the Consultant for use in developing system demands. The Consultant will also need to consider

demand information as available from our suppliers in developing conditions at our source connections. In addition, the Consultant is required to develop, coordinate and implement a field testing program to develop and calibrate the hydraulic model.

Task 3A — Hydraulic Model Analysis: Upon model calibration, the Consultant shall conduct the following analyses:

- A. Identify any areas of concern within the Town distribution systems with respect to flow, pressure, fire flow and water age. Develop and tabulate available fire flow and duration for each system hydrant and prepare system maps to delineate areas of available fire flow and duration.
- B. Determine the maximum daily flow that can be delivered to abutting water systems through existing interconnections while maintaining acceptable system pressures and flows throughout the existing Town distribution system. The existing interconnections are as follows.

SUEZ Rhode Island — (1) Scarborough Backfeed, (2) Boston Neck Road

South Kingstown — (1) Jerusalem Succotash Road

Task 3B — Hydraulic Model Analysis: Upon model calibration, the Consultant shall conduct the following analyses:

- A. Evaluate the North End distribution system with respect to operating the as a single distribution area and supplying the entire North End service area independently from either supplier (North Kingstown or Suez) and operating with blended supply from both suppliers. Existing pressure reducing valve stations (currently not in use) shall be incorporated into this evaluation.

Task 4 — Water Quality Model Analysis: Perform water quality simulation analyses for chlorine residual decay and disinfection byproducts (total trihalomethanes) growth and evaluate existing disinfection application systems and practices, and distribution and storage systems operations for potential improvements. The Consultant shall be responsible for developing and implementing a program to determine reaction rates to calibrate the model for each water distribution sub-system (Point Judith, North End – Suez supply, North End – North Kingstown Supply), including water analyses, in order to complete the water quality simulations and analysis.

Task 5 — Valve Inventory: Develop a valve inventory in Microsoft Excel to include all main line valves in the Town's distribution systems. The database shall include, at minimum, the following attributes; (1) unique valve identifier, (2) system, (3) supplier, (4) street, (5) detailed location, (6) date installed, (7) size of valve, (8) valve make, (9) open left or right, (10) number of turns, (11) type of valve, and (12) status (normally open/normally closed), and shall incorporate and utilize existing valve identifier and information as available from existing Town inventory data. The Consultant shall populate the database with information and data as available from the Town and provide an AutoCAD drawing file (with a "Valve ID No." Layer) showing the location of the valve notation so the file can be inserted into the existing Town maps. The Consultant shall follow all Town AutoCAD standards (which are available upon request).

Task 6 — Report: Provide a written report detailing the results of Tasks 1 through 5. The report shall also include a summary of model development, including methodology and assumptions, and detailed node map(s).

Task 7 — Unidirectional Flushing Program: Review current distribution system flushing practices and develop a unidirectional flushing program to completely flush the Town's distribution systems, with due consideration of disinfection residual maintenance and disinfection byproducts control. The selected Consultant shall provide a written report outlining the entire flushing program in detail and meet with Town staff to review the final program and coordinate an operational implementation plan.

Task 8 — On-Call Services: The selected Consultant shall maintain, edit, revise, and update the hydraulic model for a period of up to 3 years as part of the contract agreement with the Town. The Town will provide the consultant with "Scope of Work" task orders, as part of a master services agreement, for future model updates and analysis needs. The consultant shall be compensated based on billable hourly rates that shall be provided as part of the response to the RFP.

The Consultant shall attach billable hourly (flat) rates for all personnel categories assigned to the project for any additional consulting work beyond the scope of work described above that may be deemed necessary as approved by the Town or for any future task orders requested by the Town. These rates shall include overhead, profit and all appropriate fringe benefits.

IV. QUALIFICATIONS

- 1) All engineering work is to be performed by or under the direct supervision of (as allowed by law) a Registered Professional Engineer who is currently licensed to practice in the State of Rhode Island.
- 2) All work is to be performed by firms or individuals within firms having at least eight (8) years experience in water system hydraulic and water quality modelling and having completed at least five (5) projects of similar scope and requirements as outlined above for this project within the last three (3) years. Rhode Island experience is preferred but New England experience is acceptable.
- 3) A Statement of Qualifications must be submitted as a part of the respondent's proposal, including a listing of key personnel to be assigned to this project (organizational chart and resumes), relevant experience of the firm and the key personnel, and other pertinent information which identifies the respondent's ability to perform the work elements listed in Section III "Scope of Work" of this Request For Proposals. A separate list of all intended sub-consultants must also be provided, identifying the tasks for the sub-consultant and the (proposed) relationship between the respondent and the sub-consultant (i.e. joint venture, straight sub-consultant basis, etc.). Similar qualifications information should also be supplied for each proposed sub-consultant.

V. SUBMISSION OF PROPOSAL

Interested parties are to submit two (2) copies of a Technical Proposal addressing, at a minimum, their approach to satisfying the requirements stipulated within Section III "Scope of Work" of this Request For Proposals. Included within the Technical Proposal shall be sufficient

information that would identify the consultant's ability to perform the work within the given project timetable. Particular emphasis should be placed on the consultant's experience with computerized hydraulic modelling, unidirectional flushing, and water quality analyses related to disinfection and disinfection byproducts.

Included within this submittal must be a Cost Proposal as follows:

- 1) A detailed description of the methodology proposed to address each task of the scope of work and a proposed schedule to complete each task.
- 2) Completed Bid Form including itemized cost for each task of the scope of work and sum Total Cost for the project.

VI. PROJECT TIMETABLES AND DELIVERABLES

Solicitation of Proposals:	September 25, 2020 – October 21, 2020
Submission of Proposals:	October 21, 2020 (11:00 AM)
Selection of Consultant(s)/Award:	November 16, 2020 (tentative)

Proposals in the form and quantity specified are to be submitted on or before 11:00 AM on October 21, 2020 to:

Susan W. Gallagher, Purchasing Manager
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882

Questions concerning the overall content of this Request for Proposals should be addressed to Susan Gallagher, no later than seven (7) days prior to the bid opening:

Susan W. Gallagher, Purchasing Manager
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882
(401) 782-0644
sgallagher@narragansetttri.gov

The Town will require that the project proceed in a timely manner. The selected Consultant must be able to begin the project within two (2) weeks of written authorization to proceed following execution of the Contract Agreement.

VII. FORM OF AGREEMENT

The successful respondent shall enter into an agreement in the specific format as attached herein. There will be no deviation from this standard allowed.

VIII. PROJECT FUNDING

It is anticipated that this project will be funded through the Town's Water Enterprise Fund.

IX. SELECTION CRITERIA

This will be a “Qualifications Based Selection (QBS)” process. Proposals will be examined and technically evaluated based on the factors presented below. It is the responsibility of the CONSULTANT to provide information, evidence or exhibits which clearly demonstrate the ability to satisfactorily respond to the project requirements and the factors listed below. The Town will select the top ranked firm for each specific area of expertise based on the criteria herein as it may apply to the specific project Scope of Work.

A. Company Qualifications and Experience (Maximum 25 points)

Specialized technical experience is required of the company in a series of work areas - proposals must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques, and guidelines required for the performance of the required work:

1. Experience demonstrated on similar projects.
2. Knowledge of current issues and state of the art techniques in the relevant technical areas.
3. The ability to provide the necessary skills and expertise from in-house resources.
4. Methods for assuring product quality, cost control, delivery schedule, and project oversight (a narrative description of the CONSULTANT’s quality control plan must be included).
5. The CONSULTANT should address the proposed level of effort by task for each employee category.

All preceding elements are of equal importance.

B. Personnel Qualifications and Availability (Maximum 25 points)

Specialized experience is required of the project personnel proposed to undertake the work assignments - proposal must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel:

1. Availability of the proposed staff must be demonstrated.
2. A demonstrated expertise and ability for rapid turn-around and flexibility on short-term projects.
3. Project Manager(s) must have the ability to effectively direct multiple simultaneous work assignments.
4. Project Manager(s) must have the ability to integrate and utilize interdisciplinary teams effectively on assignments requiring a variety of skills and expertise from in-house resources.

C. Performance Record of Firm (Maximum 15 points)

A list of references of at least three (3) recent contracting officers on projects of a similar

magnitude and complexity; references must include telephone number and affiliation.

D. Project Understanding (Maximum 15 points)

The CONSULTANT must demonstrate comprehension of the role and function of this contract in meeting the needs of the Town. In addition CONSULTANT shall have a working knowledge of the geographic area as evidenced by prior work experience in the region.

E. Cost Evaluation (Maximum 20 points)

Cost will be considered as an independent factor from the above evaluation factors. The cost proposal will be evaluated not only to determine whether it is reasonable, but also to determine the CONSULTANT's understanding of the magnitude of the Scope of Work and ability to complete the contract.

X. EVALUATION PROCEDURE

A review team consisting of Town of Narragansett senior staff members will review and rank all proposals that are received. A recommendation will then be made to the Purchasing Manager, and subsequently to the Town Council for an award.

The evaluation process will include a point scoring scheme as noted above.

*Note: Pursuant to R.I.G.L. 45-55-8.1, the ultimate selection shall be determined by the Qualification-Based Selection Process outlined by the Rhode Island Consulting Engineers (RICE), regardless of the bid proposal prices.

BID FORM

WATER SYSTEM HYDRAULIC MODEL

Pursuant to and in compliance with the INVITATION TO BID, the undersigned bidder hereby states that they have carefully examined the **CONTRACT DOCUMENTS** and the party understands the provisions, requirement, terms and conditions thereof, all of which are acknowledged to be part of the **Bid Proposal**.

Further, they have become familiar with local conditions and the extent of work: have determined the required quality, quantity and sources of supply of all plant, equipment, materials, tools, supplies, labor and all other facilities and things necessary or proper or incidental to the continuous execution and completion of the work as required: and hereby agree to perform the contract in strict accordance with the **CONTRACT DOCUMENTS**.

The undersigned bidder hereby agrees that the bid proposal submitted shall remain in effect and binding upon the bidder for a period of 90 calendar days, from the date and time bids are received.

The undersigned bidder declares that his/her bid proposal in all respects is fair and made without collusion with any other person, firm, corporation making a proposal for this work.

The undersigned Bidder, if awarded the Contract by the Town, hereby agrees to enter into a Contract for said project within 15 calendar days from the date of said Notice Of Award.

THE COMPLETED BID FORM (all pages) IS TO BE SUBMITTED IN DUPLICATE!

Task 1 – Gather and Review Existing Data – Lump Sum (LS)

(Lump Sum Price in Words)

(Figures)

Task 2 – Hydraulic Model Development and Calibration – Lump Sum (LS)

(Lump Sum Price in Words)

(Figures)

Task 3A – Hydraulic Model Analysis – Lump Sum (LS)

(Lump Sum Price in Words)

(Figures)

Task 3B – Hydraulic Model Analysis – Lump Sum (LS)

(Lump Sum Price in Words)

(Figures)

Task 4 – Water Quality Model Analysis – Lump Sum (LS)

(Lump Sum Price in Words)	(Figures)
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Task 5 – Valve Inventory – Lump Sum (LS)

(Lump Sum Price in Words)	(Figures)
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Task 6 – Report – Lump Sum (LS)

(Lump Sum Price in Words)	(Figures)
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Task 7 – Unidirectional Flushing Program – Lump Sum (LS)

(Lump Sum Price in Words)	(Figures)
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TOTAL COST - (Lump Sum Total Tasks 1 through 7 inclusive as described herein)

(Sum Total Cost in Words)	(Figures)
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Amounts are to be shown in both words and figures. In the event of a discrepancy between the words and figures, the amount(s) written in words shall govern.

The basis of award shall be as set forth in the Request for Proposals (refer to Section IX “Selection Criteria”).

The Town reserves the sole right to award a contract for any Task or combination of Tasks that it deems appropriate and in the best interest of the Town.

BUSINESS NAME: _____

ADDRESS: _____

SIGNED: _____

TITLE: _____

PRINT NAME: _____

DATE: _____

PHONE: _____

FAX: _____

E-MAIL: _____

FIN: _____

(Federal ID Number)

**AGREEMENT FOR
PROFESSIONAL SERVICES
RELATING TO THE
WATER SYSTEM HYDRAULIC MODEL

BETWEEN

THE TOWN OF NARRAGANSETT

AND

CONSULTANT NAME**

THIS AGREEMENT made and entered into this ____ day of _____, 2020 by and between the Town of Narragansett, hereinafter called the "CLIENT" and _____, hereinafter called the "CONSULTANT".

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1 EMPLOYMENT OF THE CONSULTANT: The CLIENT hereby employs the CONSULTANT and the CONSULTANT agrees to perform professional services hereinafter relating to the **Water System Hydraulic Model**.

ARTICLE 2 RESPONSIBILITY OF THE CLIENT: The CLIENT will furnish the CONSULTANT and shall assist him in obtaining from Town and State agencies and private individuals or companies such information and data as are available and pertinent to the work contemplated under this Agreement. The CONSULTANT shall have the right to rely upon such data and information that appears to be credible and shall not be responsible for any inaccuracies of deficiencies contained therein. In general, the CLIENT shall:

1. Provide sanitary sewer, storm drain, water distribution, and transportation maps, and other resource mapping as available and where necessary for the completion of the Project. Refer to Section III "Scope of Work" of the RFP for additional information.
2. Provide all available utility data related to the Project, as well as previous related plans and studies.
3. Provide all data on proposed planning projects in the project areas.
4. Designate, when necessary, a representative authorized to act in this behalf with respect to the Project. The CLIENT shall examine documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S services.
5. Furnish information required of him as expeditiously as necessary for the orderly progress of the Work.
6. Give prompt written notice if he/she becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.

ARTICLE 3 CHARACTER AND EXTENT OF SERVICES: The CONSULTANT shall furnish the CLIENT the professional services in accordance with the Scope of Work items referenced within the Request for Proposals and/or as negotiated herein for each specific project. The Request for Proposals and other elements relating to a Scope of Services is attached as Exhibit "A" to this document. These services will be completed on or before the dates stipulated within the Request For Proposals.

ARTICLE 4 COMPENSATION FOR PROFESSIONAL AND SUPPLEMENTAL SERVICES:

Compensation to CONSULTANT for professional services shall be based upon and measured by the following elements which are set forth below:

1. For providing all of the professional services as described in Exhibit "A", the CLIENT shall reimburse the CONSULTANT in accordance with the approved compensation schedule which shall represent the full compensation for all of the required services.
2. The CLIENT may, at his/her discretion, retain up to ten (10) percent from each payment request that is submitted and approved. Said retainage, if withheld, shall generally be for tasks/items that require outside (i.e. regulatory) approval, and shall be released upon receipt of said approval. Said retainage may also be withheld for tasks/items that require typical start-up services (i.e. flow calibration, etc.), and shall be released upon satisfactory completion of same.
3. Supplemental Services. For performance of work beyond the Scope of Services as described in Exhibit "A", compensation shall be as set forth with following Schedule of Charges.

Schedule of Charges

A. FEES:

Per accepted proposal. To be negotiated upon the actual Scope of Work.

B. OTHER CHARGES:

Reimbursables (for services beyond the initial Scope of Work as set forth in the RFP)

These charges are in addition to the fee for services and shall include actual approved expenditures made in the interest of the project such as: reproductions of drawings, specifications and reports (except for copies for CONSULTANT'S internal use), photography, models and renderings, equipment rental, postage and delivery charges on any of the preceding.

Consultants

Consultant or other outside services such as, but not limited to, laboratory testing, boring contractors, etc., engaged by CONSULTANT pursuant to the Request for Proposals shall be billed at the actual cost of said service (invoices to be provided by the CONSULTANT).

Taxes

Taxes such as, but not limited to, Value Added Tax (VAT), State Sales Tax, excise or gross receipts tax imposed on CONSULTANT'S services shall be added to the compensation or fees. The taxes would not apply if waived through application of tax-exempt status.

4. Payment for these services shall be made monthly in proportion to the services performed as determined by the CONSULTANT and agreed to by the CLIENT. The monthly

invoice will list tasks and percent completed to date. Payment will be based on the percentages complete for each task.

5. Balance outstanding more than sixty (60) days from date of invoicing shall bear interest at a rate of one (1) percent per month. The amount of interest charged shall not exceed twelve (12) percent per year. If the CLIENT fails to make any payment due CONSULTANT within sixty (60) days of the date of invoicing, the CONSULTANT may, after seven (7) days written notice to the CLIENT, suspend services under this Agreement until the CONSULTANT has been paid in full amounts due it on account of services and expenses.
6. Failure to pay invoices within sixty (60) days from date of invoicing shall grant CONSULTANT the right to refuse to render further services and such actions shall not be a breach of any contractual agreement with the CLIENT.

ARTICLE 5 REVISION OF WORK: If, after the CONSULTANT has been authorized to proceed with the work under this Agreement, the CLIENT shall set aside the whole or any part of the CONSULTANT'S studies, drawings or specifications or shall make such changes in the requirements as shall necessitate redesigning and/or redrawing, the CLIENT shall pay the CONSULTANT as provided in ARTICLE 4 above for the work required by the redesigning and/or redrawing.

ARTICLE 6 ADDITIONAL WORK: If, during the performance of this Agreement, other or additional services are required in connection with this Agreement, the CLIENT may order the CONSULTANT to perform such other or additional services, payment to the CONSULTANT for same shall be as provided in ARTICLE 4 above. In order to be eligible for payment for any such other or additional services, CONSULTANT must receive, prior to commencement of the work the prior written authorization from CLIENT.

ARTICLE 7 ABANDONMENT OF PROJECT: If the CLIENT shall, at any time during the performance of this Agreement, deem it expedient or it shall become necessary for the CLIENT to abandon or involuntarily defer the Work under this Agreement or any part thereof before completion of the services to be rendered hereunder, the CONSULTANT shall be entitled to compensation for any uncompensated Work performed prior to such time. Payment to the CONSULTANT for same shall not exceed the negotiated fee set forth in ARTICLE 4 and shall be based upon the proportion of service completed as of the date of termination.

ARTICLE 8 TERMINATION: In the event that either party hereto shall default in its obligations substantially to perform in accordance with the terms of this Agreement, the other party may demand, in writing, that such default be cured within thirty (30) days. Where the defaulting party has failed to cure within the foregoing time frame, the other party may then terminate this Agreement by giving fifteen (15) days written notice of termination provided, however, that where compliance with the terms of this Article may put the terminating party in non-compliance with any federal or state law, regulation, administrative or court order, or any other legal requirement, then, in that event, the terminating party may terminate this Agreement by giving 48 hours written notice to the other party.

ARTICLE 9 INDEMNIFICATION: The CLIENT shall indemnify and hold harmless the CONSULTANT and the CONSULTANT'S agents and employees from any liability or claim arising out of the gross negligence or willful misconduct of the CLIENT or his Agents, Servants,

and independent Contractors in the performance of work contemplated under this Agreement. The CONSULTANT shall indemnify and hold harmless the CLIENT and the CLIENT'S agents and employees from any liability or claim arising out of the gross negligence or willful misconduct of the CONSULTANT or his Agents, Servants and independent Contractors in the performance of work contemplated under this Agreement.

ARTICLE 10 LIFE AND LIMITATIONS OF THE AGREEMENT:

- A. It is agreed that in the event that the CONSULTANT is required by CLIENT to appear in litigation and/or arbitration for or on behalf of the CLIENT, that it shall receive additional compensation therefor. Reimbursement for such services shall be as described in ARTICLE 4, Paragraph 3, SUPPLEMENTAL SERVICES.
- B. It is agreed that this Agreement shall remain in full force until the Work is completed and payment made therefore to the CONSULTANT, except that the indemnification as defined in ARTICLE 9 shall survive the contract.
- C. The CONSULTANT, in its preparation of construction cost estimates, uses its best judgment as a professional familiar with the construction industry. It is recognized that neither CONSULTANT nor the CLIENT has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding market or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that Bids received or negotiated prices will not vary from the original estimates that were provided to the CLIENT.
- D. During the term of this Agreement, CONSULTANT shall maintain insurance coverage in the types and amounts specified in Exhibit B, while it is hereby incorporated by reference and made a part of this Agreement.

Insurance certificates evidencing the above insurance coverage shall be provided by CONSULTANT within ten (10) calendar days of an acceptance of a proposal for professional services. In the event of cancellation of any of the insurance coverages contemplated by this Agreement, CONSULTANT will provide 48 hours written notice to the CLIENT.

In the event of any change to any of the insurance coverage contemplated by this Agreement, CONSULTANT will provide not less than 20 days prior written notice to CLIENT of any such change.

ARTICLE 11 GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Rhode Island.

ARTICLE 12 SUCCESSORS AND ASSIGNS: The CLIENT and CONSULTANT respectively bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such other Party with respect to all covenants of this Agreement. Neither the CLIENT nor CONSULTANT shall assign, sublet or transfer any interest in this Agreement without the written consent of the other and such consent shall not be unreasonably withheld.

ARTICLE 13 NOTICES: All notices required hereunder shall be given in writing to the parties certified mail, return receipt at the following address:

CONSULTANT

Town of Narragansett
James Tierney
Town Manager
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882

ARTICLE 14 CONSULTANTS' ACCOUNTING RECORDS: Records of expenses and for services performed on the basis of a multiple of Direct Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CLIENT or his authorized representative for either review or audit at mutually convenient times.

ARTICLE 15 OWNERSHIP AND USE OF DOCUMENTS: Drawings, Reports, Specifications and other Documents prepared by CONSULTANT shall become the property of CLIENT.

ARTICLE 16 EXTENT OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the CONSULTANT and any other CONSULTANT or Contractor or material supplier on the Project, nor to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in as of the day and year first above written.

CONSULTANT
(Name, Address)

TOWN OF NARRAGANSETT
25 Fifth Avenue
Narragansett, RI 02882

By _____
(Name, Title)

By _____
James Tierney
Town Manager

Witness _____

Witness _____

Agenda Approval Date: _____

Approved as to form and legality

By _____
Town Solicitor

EXHIBIT A
SCOPE OF SERVICES

1. This is an Exhibit attached to, made a part of, and incorporated by reference into the “Agreement for Professional Services Relating to the Water System Hydraulic Model” (hereinafter called the “Agreement”) made on_____, _____, 2020 between the Town of Narragansett (“CLIENT”) and _____ (“CONSULTANT”) providing for professional services.
2. The complete Request For Proposals package entitled “Water System Hydraulic Model”, and the CONSULTANT’S proposal dated _____, 2020 are included herein by reference and constitute the required Scope Of Services for the Scope Of Work.

--End of Exhibit A--

EXHIBIT B
INSURANCE REQUIREMENTS

In accordance with ARTICLE 10, Paragraph D, the CONSULTANT shall maintain the following insurance coverages during the entire period of this Agreement.

<u>Type</u>	<u>Amount</u>
Worker's Compensation	\$ Per Statute
Employer's Liability	\$ 100,000.00
Comprehensive General Liability and Property Damage Liability	\$ 1,000,000.00
Automobile Liability and Property Damage Liability	\$ 500,000.00
Valuable Papers	\$ 150,000.00
Professional Liability	\$ 1,000,000.00